

REMARKS

The present application has been reviewed in light of the Office Action dated November 2, 2009. Claims 1, 2, 4-10, 12-27, 29, 30, 32, and 36-40 are presented for examination, of which Claims 1, 30, and 36-39 are in independent form. Claims 3, 11, 28, 31, and 33-35 were previously cancelled and will not be addressed further. Claims 1, 30, and 36-39 have been amended to clarify certain aspects of the claimed invention. Favorable reconsideration is requested.

The Office Action states that Claims 1, 2, 4-10, 12, 14-19, 21-27, 29, 30, 32, and 36-40 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2001/0042010 (*Hassell*); and that Claims 13 and 20 are rejected under § 103(a) as being unpatentable over *Hassell* in view of U.S. Patent No. 6,336,099 (*Barnett et al.*). For at least the reasons presented below, Applicants submit that independent Claims 1, 30, and 36-39, together with the claims dependent therefrom, are patentably distinct from the cited prior art.

The claimed subject matter generally is directed to methods, apparatuses, systems, and computer-readable storage media for motivating a consumer to decide quickly to electronically purchase a product and/or service, *i.e.*, to make an impulse purchase, upon viewing an offer for sale of the product and/or service on a Web site.

As discussed in the previous Amendments filed in the present application, an example of a conventional impulse purchase is a purchase made at a checkout counter as a consumer is getting ready to pay for “planned” or non-impulse purchases. In this example, the consumer may be enticed by interesting headlines on magazines or attractive displays of assorted candies to make an impulsive or unplanned purchase of an interesting magazine and/or a desired candy.

The claims of the present application relate to the realm of electronic shopping, where a consumer views items (*i.e.*, products and/or services) offered for sale on a Web site, for example, and where the consumer makes purchases electronically via the Web site. Typically, consumers do not make impulse purchases when shopping via the Internet, because consumers have time to browse various Web sites as well as so-called “bricks-and-mortar” or conventional retail establishments to look for the best deal. That is, a consumer can go from Web site to Web site and store to store to shop for a desired item, and ultimately return to the Web site or the store that offers the best deal (*e.g.*, lowest price) to purchase the desired item. In the claims of the present application, as motivation for the consumer to act impulsively, *i.e.*, to make an impulse purchase during a visit to a vendor’s Web site, an incentive for purchasing a product and/or service via the Web site is displayed during that same visit.

One of the notable features of the claims is that ***the displayed incentive changes with time during that same visit to the vendor’s Web site.*** For example, the value of the incentive may decrease to successively lower values with time as the consumer is browsing or obtaining information (*e.g.*, product information) from the vendor’s Web site during that same visit. The purpose of this visibly decreasing value of the incentive is to entice or motivate the consumer to make a quick decision to purchase the product and/or service via the vendor’s Web site before the value decreases further with time during that same Web-site visit. Another notable feature of the claims is that, when the consumer electronically purchases the product and/or service, the value of the incentive at the time of purchase and the value of the incentive at an initial time at which the incentive was first displayed to the consumer are registered. This information is used to verify the value of the incentive to be associated with the purchase, thus

preventing the consumer from fraudulently obtaining a higher value than the consumer is entitled to.

As discussed in previous Amendments, *Hassell* relates to a system for offering coupons online via the Web. The *Hassell* system provides a “clippable” coupon on a Web page. Apparently, the coupon is presented as an ad on the Web page (see Fig. 2A and paragraphs [0021] and [0025]). When a consumer “clips” a coupon by selecting it with a pointing device, for example, the clipped coupon is stored in the consumer’s personal “account” on the coupon administration server in a “folio” or file of clipped coupons. The folio is monitored by the system so that the consumer’s coupon usage is tracked. The folio is accessed by the consumer by logging in to the personal account to see which coupons have not yet been redeemed, and to redeem valid coupons that have not yet been redeemed, *i.e.*, to make a purchase.

Hassell fails to teach or suggest feature (a) of Claim 1, in which a Web site of a vendor displays an offer for sale of a product and/or service that may be purchased from the vendor via the Web site. It is respectfully submitted that *Hassell*’s clippable coupon is not an offer for sale of an item but instead merely is an advertisement for the item. There is no suggestion whatsoever in *Hassell* that the Web page content 30 is part of a vendor’s Web site, nor is there any suggestion that the Web page content 30 displays an offer for sale of a product and/or service that may be purchased from a vendor via the Web page content 30. As mentioned above, *Hassell* is understood to disclose that a clippable coupon is displayed as an ad (*e.g.*, a pop-up ad) together with Web page content 30 as a “person [is] surfing the web,” that is, as a person is going from Web site to Web site. (See paragraph [0021] of *Hassell*.) Additionally, the act of selecting or clipping a clippable coupon (for example, by “clicking” on it) does not result in a purchase but instead causes the coupon to be stored in a folio, as discussed above. In fact,

Hassell specifically ***teaches away*** from the coupon causing any direct purchasing action: “Thus, there is a need for Web-based promotional advertising with the attraction of coupons with the reach of direct response ad media, but ***without the disruptive nature of direct response banner advertising.***” (Emphasis added. See paragraph [0004] of *Hassell*.) Clearly, a person of ordinary skill in the art would see that a main goal of the *Hassell* system is to allow a consumer to clip and store coupons for later consideration. Thus, *Hassell* teaches away from using its system to disrupt a consumer’s Web surfing activities to directly respond to an ad (or a coupon). Accordingly, *Hassell* teaches away from providing a consumer with an incentive to make an ***impulse purchase***, as in Claim 1.

Further, *Hassell* fails to teach or suggest features (b) and (c) of Claim 1, in which a vendor’s Web site displays an incentive for purchasing a product and/or service, in which the incentive is displayed while a consumer is visiting the vendor’s Web site, in which the incentive initially is set to an initial displayed value and then changes over a period of time to other displayed values ***during that same visit*** to the vendor’s Web site, and in which, when the consumer makes an electronic purchase of the product and/or service via the vendor’s Web site, a server is provided with an indication of acceptance and a current displayed value of the incentive.

Moreover, *Hassell* fails to teach or suggest the features of: “registering at said server an initial time at which said incentive is initially displayed; registering at said server an acceptance time at which said consumer electronically accepts said offer; and comparing said initial time and said acceptance time to verify said provided current displayed value of said incentive, wherein said incentive is electronically redeemed for said verified current displayed value,” as claimed in Claim 1.

Additionally, because *Hassell* teaches that a clipped coupon is viewed and/or redeemed from a consumer's folio, even if the Web page content 30 shown in Fig. 2A could be considered to be the vendor's Web site, and Applicants do not believe this is what *Hassell* teaches or intends, *Hassell* nevertheless teaches that a *consumer must leave* the region of the Web page content 30 to view and/or redeem the coupon via the consumer's folio. Further, in order to effect a redemption, the consumer must be redirected from the folio to a redemption Web site (see paragraph [0033], lines 7 – 12, of *Hassell*). It is respectfully submitted that requiring a consumer to move from Web site to Web site to make a purchase, as taught by *Hassell*, would not disclose or suggest to a person of ordinary skill in the art to provide an incentive on a vendor's Web site to cause a consumer to decide quickly to make a purchase while browsing the vendor's Web site. *Hassell* clearly does not contemplate that its system is to be used for making impulse purchases on a vendor's Web site during a single visit to that Web site.

In contrast to *Hassell*, the claims of the present application are intended to cause a consumer, who is interested in a vendor's products and/or services, to make an impulse purchase from this vendor during a visit to the vendor's Web site. The consumer already has some interest in the vendor's products and/or services causing him/her to visit the Web site; by providing a purchase incentive having a visible value that changes during that visit to the vendor's Web site, the consumer is enticed to "take the plunge" and make an impulse purchase from the vendor via the vendor's Web site *during that same visit*.

It is respectfully submitted that with the *Hassell* system the consumer does not have to act with any urgency, because the system stores the clipped coupon in the consumer's personal folio. In contrast, as explained above, the claims of the present application are aimed at

enticing a curious consumer (*i.e.*, a consumer who is interested in a vendor's products and/or services) to make an impulse purchase from the vendor during a single visit to the vendor's Web site, such as, for example, during an initial visit to obtain information about the vendor's products and/or services.

In summary, nothing has been found in *Hassell* that is believed to teach or suggest a method for motivating a consumer to make an impulse purchase of a product and/or service electronically over a computer network upon viewing an offer for sale of the product and/or service on a Web site, in which the method includes "providing from a server over the computer network to a consumer's computer a program that causes said consumer's computer to: (a) display on a Web site of a vendor an offer for sale of a product and/or service that may be purchased from said vendor by said consumer via said Web site during a visit to said Web site, (b) display on said Web site of said vendor an incentive for purchasing said product and/or service, wherein said incentive is displayed during said visit to said Web site by said consumer, and wherein said program causes said incentive to be initially set to an initial displayed value and then changes said incentive over a period of time to other displayed values during said visit to said Web site by said consumer, and, (c) when said consumer makes an electronic purchase of said product and/or service by electronically accepting said offer via said Web site during said visit, provide to said server an indication of acceptance and a current displayed value of said incentive;" and "registering at said server an initial time at which said incentive is initially displayed during said visit to said Web site;" and "registering at said server an acceptance time at which said consumer electronically accepts said offer during said visit to said Web site;" and "comparing said initial time and said acceptance time to verify said provided current displayed value of said incentive," wherein "said incentive is electronically redeemed for said verified

current displayed value,” as recited in Claim 1. Accordingly, Applicants submit that Claim 1 is patentable over *Hassell*, and respectfully request withdrawal of the rejection under 35 U.S.C. § 103(a).

Barnett et al., which has been discussed extensively in previous Amendments, fails to remedy the deficiencies of *Hassell*. Therefore, it is respectfully submitted that Claim 1 is patentable over any permissible combination of *Hassell* and *Barnett et al.*

Independent Claims 30 and 36-39 include one or more features similar to those discussed above in connection with Claim 1, and therefore those claims also are believed to be patentable for at least the reasons discussed above. Additionally, the other rejected claims in the present application depend from one or another of Claims 1, 30, and 39, and therefore are submitted to be patentable for at least the same reasons. However, because each dependent claim also is deemed to define an additional aspect of the invention, individual reconsideration of the patentability of each claim on its own merits is respectfully requested.

This Amendment After Final Action is believed clearly to place the present application in condition for allowance. Therefore, entry of this Amendment under 37 C.F.R. § 1.116 is believed proper and is respectfully requested, as an earnest effort to advance prosecution and reduce the number of issues. Should the Examiner believe that issues remain outstanding, it is respectfully requested that the Examiner contact Applicants’ undersigned attorney in an effort to resolve such issues and advance the case to issue.

In view of the foregoing, Applicants respectfully request favorable reconsideration and an early passage to issue of the present application.

No petition to extend the time for response to the Office Action is deemed necessary for this Amendment. If, however, such a petition is required to make this Amendment

timely filed, then this paper should be considered such a petition and the Commissioner is authorized to charge the requisite petition fee to Deposit Account 50-3939.

Applicants' undersigned attorney may be reached in our New York Office by telephone at (212) 218-2100. All correspondence should continue to be directed to our address listed below.

Respectfully submitted,

/Lock See Yu-Jahnes/

Lock See Yu-Jahnes
Attorney for Applicants
Registration No. 38,667

FITZPATRICK, CELLA, HARPER & SCINTO
1290 Avenue of the Americas
New York, New York 10104-3800
Facsimile: (212) 218-2200